

**CHOICE HOME EQUITY LINE OF CREDIT AGREEMENT****Interest Only Payment on Variable Rate Part**

Principal	Loan Date	Maturity	Loan No.	Call / Coll.	Account	Officer	Initials
\$25,000.00	07-27-2016	07-27-2053					

References in the boxes above are for our use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "*****" has been omitted due to text length limitations.

Borrower: JOSEPH W SUAREZ
7840 OVERLAND TRL
DELAWARE, OH 43015

PNC Bank, National Association
222 Delaware Avenue
Wilmington, DE 19801

MAXIMUM CREDIT LIMIT: \$25,000.00**DATE OF AGREEMENT: July 27, 2016**

Introduction. This Choice Home Equity Line of Credit Agreement ("Agreement") governs your line of credit (the "Credit Line" or the "Account") issued through PNC Bank, National Association. In this Agreement, the words "Borrower," "you," "your," and "Applicant" mean each and every person who signs this Agreement as a Borrower, including all Borrowers named above. The words "we," "us," "our," and "Lender" mean PNC Bank, National Association. "Owner" means a person who is the owner or part owner of the Property that is the subject of the Mortgage that secures this Agreement, who is signing this Agreement and the Mortgage but whose liability is limited to the Owner's interest in the Property. The Owner does not have the right to obtain loans or make transfers on this Account.

Other Definitions. "Variable Rate Part" means the part of this Credit Line Account from which loans will be made. The periodic rate of **FINANCE CHARGES** on the Variable Rate Part may change. Changes in periodic rate will affect existing balances and new loans. "Fixed Rate Part" means the part of this Credit Line Account to which you may transfer all or a portion of the principal balance in the Variable Rate Part. Changes in the periodic rate of **FINANCE CHARGES** will affect transfers to a new Fixed Rate Part, but will not affect the periodic rate on a Fixed Rate Part once it is established. Fixed Rate Parts can be either (1) "Fixed Rate Principal and Interest Parts," which may also be called "Fixed Rate P&I Parts," on which the Minimum Payment will include principal repayment and accrued finance charge; or (2) "Fixed Rate Interest Only Parts," which may also be called "Fixed Rate IO Parts," on which the Minimum Payment will be accrued interest. "Transfer" means establishing a Fixed Rate Part in accordance with the procedures and limitations set forth in this Agreement. "Choice Access Card" and "Card" mean the credit card or cards issued by Lender to each Borrower in connection with this Account. "Close this Account" means that (1) this Account has been Terminated either by you or by us (or is in the Repayment Period); (2) this Account has a zero outstanding balance; and (3) we are obligated, upon payment of the accrued interest for any partial billing cycle to satisfy the Mortgage of record. "Satisfy the Mortgage of record" means that, in accordance with applicable law or custom, the Lender records in the appropriate state or local government office evidence that the debt has been paid and that the Mortgage is no longer an encumbrance on the property, or the Lender provides evidence that the debt has been paid and that the Mortgage is no longer an encumbrance on the property to the Borrower or some other person authorized to receive it. "Mortgage" means the mortgage, deed of trust, or security deed given by the borrower to secure this Account.

You agree to the following terms and conditions

Promise to Pay. You promise to pay PNC Bank, National Association, or order, the total of all credit advances, **FINANCE CHARGES**, and other charges, together with all costs and expenses for which you are responsible under this Agreement or under the "Mortgage" which secures your Credit Line. You will pay your Credit Line according to the payment terms set forth below. **If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, to transfer all or part of the balance in the Variable Rate Part to a Fixed Rate Part, and to do all other things necessary to carry out the terms of this Agreement. We can release any Borrower from responsibility under this Agreement, and the others will remain responsible.**

Term. The term of your Credit Line will begin as of the date of this Agreement ("Opening Date") and will continue until July 27, 2053 ("Maturity Date"). All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable upon maturity. The period during the term of your Credit Line Account when you obtain advances of credit and make transfers to Fixed Rate Parts is called the "Draw Period." The Draw Period of your Credit Line will begin on a date, after the Opening Date, when the Agreement is accepted by us, following the expiration of the right to cancel, the perfection of the Mortgage, the receipt of all required certificates of noncancellation, and the meeting of all of our other conditions and will continue as follows: The Draw Period will end on the last day of the monthly billing cycle in which the Seventh Anniversary of the opening of this account occurs. After the Draw Period ends, you will no longer be able to obtain credit advances or make transfers to Fixed Rate Parts. The period during the term of your Credit Line Account when you must repay the credit advanced is called the "Repayment Period." The length of the Repayment Period is as follows: The Repayment Period will begin with the first billing cycle following the end of the Draw Period and will continue until you pay in full all amounts owing under this Agreement. The Repayment Period will be no longer than thirty years, but may be shorter. The length of the Repayment Period will depend on (1) the principal balance in this Account (a) at the end of the first billing cycle of the Repayment Period, (b) at the end of a billing cycle in the Repayment Period in which a Choice Access Card transaction is posted to the Account, or (c) at the end of a billing cycle in the Repayment Period in which a balance is transferred from a Fixed Rate IO Part to the Variable Rate Part, and (2) on the Annual Percentage Rate(s) that apply. You agree that we may renew or extend the period during which you may obtain credit advances, make transfers or make payments. You further agree that we may renew or extend your Credit Line Account.

Minimum Payment Due. The Minimum Payment Due (which may be called the "Regular Payment") will be calculated on the last day of each billing cycle and will never be greater than the total of the new balances on each part of the Account. The Minimum Payment Due will be the total of the following amounts:

- (a) Any past due amounts.
- (b) The current payment due on the Variable Rate Part, which will never be greater than the new balance on the Variable Rate Part and will be:
 - (1) During the Draw Period, the sum of the Finance Charge on the Variable Rate Part, credit insurance premium for the Account, if any, and Annual Fee, if applicable, and other fees, if applicable (but not including Late Charges), which have accrued during the billing cycle.
 - (2) During the Repayment Period. Until the Variable Rate Part is paid in full, the current payment due will be the greater of (A) the sum of the Finance Charge for the Variable Rate Part and credit insurance premium for the Account, if any, and other fees, if applicable (but not including Late Charges), which have accrued during the billing cycle, plus the greatest of (i) 1/360th of the principal balance in the Variable Rate Part at the end of the first billing cycle in the Repayment Period; or (ii) if the balance of a Fixed Rate IO Part has been transferred to the Variable Rate Part during the Repayment Period, 1/xth of the principal balance in the Variable Rate Part at the end of the billing cycle in which the transfer was made; where x equals the number of months remaining in the Repayment Period as of the billing cycle in which the transfer was made; or (iii) if one or more Card transactions are posted to the Account during the Repayment Period, 1/yth of the principal balance in the Variable Rate Part at the end of the last Billing Cycle in which a Card transaction was posted, where y equals the number of months remaining in the Repayment Period at the end of the last Billing Cycle in which a Card transaction was posted; or (B) \$25.00.
- (c) The total of the current payments due on any Fixed Rate Parts which (1) for each Fixed Rate IO Part will be the current payment for the Fixed Rate IO Part; and (2) for each Fixed Rate P&I Part will be the lesser of the new balance on the Fixed Rate P&I Part or the scheduled payment on the Fixed Rate P&I Part. Except that, on the due date of the final scheduled payment of a Fixed Rate P&I Part, the total outstanding new balance of that Fixed Rate P&I Part will be due, including all unpaid principal and Finance Charge. See the section called "Establishing a New Fixed Rate Part" to find out how the amounts of those payments will be calculated.

You agree to pay not less than the Minimum Payment on or before the due date indicated on your periodic billing statement. If you have selected to have the payment automatically deducted from your checking account, this will occur on or before the payment due date each month.

How Your Payments Are Applied. Unless otherwise agreed or required by applicable law, we will use each payment made by you of an amount equal to or less than the Minimum Payment Due in any month (a) first to pay the billed interest on all parts, in any order we choose; (b) then to pay credit insurance premiums, if any; (c) then to pay Late Charges, if any; (d) then to pay any other fees and charges, in any order we choose; (e) then to pay amounts incurred to protect the security of the Mortgage; (f) then to pay billed principal, starting with the Fixed Rate Parts, in the order in which they were established, and then the Variable Rate Part; (g) any remaining unapplied payment will be treated as a prepayment. If any principal in a part is not secured by the Mortgage, that amount shall be deemed paid before any other principal in that part that is secured

by the Mortgage. For the purpose of determining your rights under the Special Rule for Choice Access Card Purchases mentioned in the Notice of Your Billing Rights, we will apply your payments as required by law, which may be different than the method described above.

Minimum Payment after Termination. If this Credit Line Account is terminated during the Draw Period in accordance with the "Termination and Acceleration" provision of the section on "Lender's Rights", for the purposes of calculating the Regular Payment, the billing cycle in which the termination occurs shall be considered to be a cycle during the Draw Period, all subsequent cycles shall be considered cycles during the Repayment Period, and the Regular Payment shall be calculated as set forth above for the Repayment Period. If this Account is terminated during the Repayment Period, the cycle in which the termination occurs and all subsequent cycles shall be considered to be cycles during the Repayment Period, and the Regular Payment will be calculated as set forth above for the Repayment Period. After termination, the Regular Payment shall be calculated in accordance with this paragraph unless we exercise our rights under the "Termination and Acceleration" provision of the section on "Lender's Rights".

Receipt of Payments. All payments must be made in U.S. dollars and must be received by us consistent with any payment instructions provided on or with your periodic billing statement.

Maximum Credit Limit. This Agreement covers a revolving line of credit for the principal amount of Twenty-five Thousand & 00/100 Dollars (\$25,000.00), which will be your "Maximum Credit Limit" or "Credit Limit" under this Agreement. **During the Draw Period we will honor your request for credit advances subject to the section below on Lender's Rights.** You may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Your Maximum Credit Limit is the total of the principal amounts in all parts of the Credit Line Account (including the Variable Rate Part and all Fixed Rate Parts plus Choice Access Card transactions which have been authorized but not yet posted to the Account), and is the maximum principal amount you may have outstanding at any one time. Transfers to a Fixed Rate Part do not increase the availability of credit on the Variable Rate Part or increase the Credit Limit under this Agreement. You agree not to attempt, request, or obtain a credit advance that will make your Credit Line Account balance exceed your Credit Limit. Your Credit Limit will not be increased should you overdraw your Credit Line Account. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account exceeds your Credit Limit, even if we have not yet billed you.

Charges to your Credit Line. We may charge your Credit Line to pay other fees and costs that you are obligated to pay under this Agreement, the Mortgage or any other document related to your Credit Line. In addition, we may charge your Credit Line for funds required for continuing insurance coverage as described in the paragraph titled "Insurance" below or as described in the Mortgage for this transaction. We may also, at our option, charge your Credit Line to pay any costs or expenses to protect or perfect our security interest in your principal dwelling. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your principal dwelling. If you do not pay your property taxes, we may charge your Credit Line and pay the delinquent taxes. Any amount so charged to your Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

Credit Advances. After the draw period begins, you may obtain credit advances under your Credit Line as follows:

Credit Line Checks. Writing a preprinted "Credit Line Check" that we will supply to you.

Overdraft Protection. Writing a check on your designated checking account with us in excess of the available collected balance in the account. If the Property is located in Connecticut or New York, overdraft protection is not available.

Choice Access Card. By using the Choice Access Card to make purchases and receive cash advances.

Other Methods. By using other methods we may permit from time to time.

If there is more than one person authorized to use this Credit Line Account, you agree not to give us conflicting instructions, such as one of you telling us not to give advances to the other.

Limitations on the Use of Checks. We reserve the right not to honor Credit Line Checks in the following circumstances:

Credit Limit Violation. Your Credit Limit has been or would be exceeded by paying the Credit Line Check.

Post-dated Checks. Your Credit Line Check is post-dated. If a post-dated Credit Line Check is paid and as a result any other check is returned or not paid, we are not responsible.

Stolen Checks. Your Credit Line Checks have been reported lost or stolen.

Unauthorized Signatures. Your Credit Line Check is not signed by an "Authorized Signer" as defined below.

Termination or Suspension. Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the Credit Line Check.

Other Restriction. Less Than Minimum. Your credit line check is less than the minimum amount required by this agreement or you are in violation of any other transaction requirement or would be if we paid the check.

If we pay any Credit Line Check under these conditions, you must repay us, subject to applicable laws, for the amount of the Credit Line Check. The Credit Line Check itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return Credit Line Checks along with your periodic billing statements; however, your use of each Credit Line Check will be reflected on your periodic statement as a credit advance. We do not "certify" Credit Line Checks drawn on your Credit Line.

Use of Choice Access Card. By signing this Agreement, each Borrower requests Lender to provide each Borrower with a Card.

(1) Each Borrower agrees to sign the Card on the back, at the place for Borrower's signature, and to follow the instructions provided with the Card to activate the Card. If you do not sign and activate the Card, you may not be able to use it. You may not be able to use the Card after the expiration date stated on the Card.

(2) You may use the Card to obtain goods or services from merchants who accept the Card. You may use the Card to obtain cash advances from the Lender and from other persons who accept the Card for this purpose. You may use the Card to pay bills to other persons who accept the Card for this purpose. You may use the Card at any ATM or other electronic or automated cash dispensing device.

(3) When you initiate a Card transaction, the merchant may request us to authorize the transaction using the Card authorization network. If we receive a request to authorize the transaction, we will tell the merchant whether or not we will make a loan on the Account and pay the merchant the amount of the transaction, subject to certain conditions. You agree that we can respond to any merchant who requests an authorization. Card transactions may be made only during the Draw Period and before the expiration date stated on the Card, and authorized by us using the Card authorization network during the Draw Period.

(4) If you make a Card transaction in a currency other than U.S. dollars, the company that processes the transaction will convert the amount of the transaction to U.S. dollars and we will charge your Account for the converted amount. The currency exchange will be done by a method and at a rate determined by the company that processes the transaction.

(5) If you withdraw cash from an ATM operated by us, we will not charge you a fee for the ATM transaction, other than the fees disclosed in this Agreement. If you withdraw cash from an ATM which is operated by someone other than us, you may be charged a fee by the operator of the ATM.

Limitations on the Use of the Choice Access Card. We reserve the right not to pay Card transactions in the following circumstances:

Credit Limit Violation. Your Credit Limit has been or would be exceeded by paying the Card transaction.

Termination or Suspension. Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the Card transaction.

Stolen Card. We will not pay any Card transaction after you have reported the Card lost or stolen.

Debit Card. You may not use the Card as a debit card, using a personal identification number (PIN), to obtain goods or services from a merchant or for any other transaction with a merchant that requires a PIN.

Unauthorized User. We may not pay any Card transaction that is not made by a Borrower or which we reasonably suspect is not made by a Borrower.

Maximum Withdrawal at ATM. You may not withdraw more than \$500.00 per day using one or more ATMs.

Maximum Number of Withdrawals. You may not withdraw cash more than 5 times per day from one or more ATMs.

If we pay a Card transaction which is made by you under these conditions, you must repay us, subject to applicable laws, for the amount of the transaction.

Transaction Requirements. The following transaction limitations will apply to the use of your Credit Line:

Credit Line Check Limitations. The following transaction limitations will apply to your Credit Line and the writing of Credit Line Checks.

Minimum Advance Amount. The minimum amount of any credit line check is \$100.00.

Overdraft Limitations. The following transaction limitations will apply to your Credit Line and writing a check in excess of your checking account balance.

Other Transaction Requirements. If you have elected Overdraft Protection in connection with this Credit Line Account, we will make a deposit to the checking account you have designated whenever you withdraw from that checking account, either by writing a check from the checking account or in some other way, more money than the balance in the checking account. The amount which we will deposit will be the amount by which your withdrawal exceeds the balance in the checking account, rounded up to the next whole \$1.00. However, the amount which we will deposit will not be less than \$50.00. Unless prohibited by applicable law, We may charge you a fee of \$5.00 whenever you withdraw from your Checking Account more money than the balance in the Checking Account and we will make a loan to you from this Account to cover the overdraft. We will not charge you more than one Overdraft Fee for any day. However, if you have Overdraft Protection through this account for more than one Checking Account, we may charge you an Overdraft Fee of \$5.00 for each Checking Account you overdraw in any day. We will charge the amount of the deposit and any applicable fees as a loan from this Credit Line Account. We do not have to make a deposit to the checking account if a deposit will cause the balance on this Credit Line Account to exceed the maximum credit or would violate the terms of this Agreement. Checking account checks which are returned will be subject to our regular overdraft charges.

Transfer Limitations. Transfers to a Fixed Rate Part must be in amounts not less than \$5,000.00 each.

Limitation on All Access Devices. You may not use any access device, whether described above or added in the future, for any illegal or unlawful transaction, and we may decline to authorize any transaction that we believe poses an undue risk of illegality or unlawfulness. Notwithstanding the foregoing, we may collect on any debt arising out of any illegal or unlawful transaction.

Authorized Signers. The words "Authorized Signer" means any Borrower on this Account.

Lost and Stolen Choice Access Cards and Checks.

Notify us immediately. If your special checks for this Account are lost or stolen, or if you think someone is using your Account without your permission, notify us immediately, in writing to:

PNC Bank
Centralized Customer Assistance Team
MS # P5-PCLC-01-E
2730 Liberty Avenue
Pittsburgh, PA 15222
or call us at 1-888-762-2265.

If your Card is lost or stolen, or if you think someone is using your Card without your permission, notify us immediately by calling us at 1-888-687-0002, or in writing to
PFPC
8800 Tinicum Blvd., 5th Floor
Philadelphia, PA 19153.

Liability for unauthorized use. You may be liable for unauthorized use of any Card provided to any Borrower, according to applicable law, but not for more than \$50.00. You will not be liable for any unauthorized use of a Card or this Account made after we have been notified of the loss or theft. You should follow the directions in the Notice of Your Billing Rights if you suspect that an unauthorized use of a Card or your Account.

Future Credit Line Services. Your application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

Collateral. You acknowledge this Agreement is secured by the following collateral described in the security instrument listed herein: an Open-End Mortgage dated July 27, 2016, to us on real property located in DELAWARE County, State of Ohio.

Insurance. You must obtain insurance on the Property securing this Agreement that is reasonably satisfactory to us. You may obtain property insurance through any company of your choice that is reasonably satisfactory to us. You have the option of providing any insurance required under this Agreement through an existing policy or a policy independently obtained and paid for by you, subject to our right, for reasonable cause before credit is extended, to decline any insurance provided by you. Subject to applicable law, if you fail to obtain or maintain insurance as required in the Mortgage, we may purchase insurance to protect our own interest, add the premium to your balance, pursue any other remedies available to us, or do any one or more of these things.

Periodic Statements. If you have a balance owing on your Credit Line Account or have any account activity, we will send you a periodic statement, unless prohibited by applicable law. It will show, among other things, credit advances, **FINANCE CHARGES**, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

When FINANCE CHARGES Begin to Accrue. Periodic **FINANCE CHARGES** for credit advances and transfers under your Credit Line will begin to accrue on the date credit advances and transfers are posted to your Credit Line. There is no "free ride period" which would allow you to avoid a **FINANCE CHARGE** on your Credit Line credit advances or transfers.

Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed. A **FINANCE CHARGE** will be imposed on all credit advances and transfers made under your Credit Line, imposed from the date of each credit advance or transfer. The **FINANCE CHARGE** will be calculated separately, for the Variable Rate Part and for each Fixed Rate Part, based on the "Average Daily Balance" (including current transactions) in that part during the billing cycle. To get the Average Daily Balance for each part, we take the beginning balance of that part each day and add any new advances or transfers posted that day; we then subtract any payments and credits posted to that part that day; we then subtract any Late Charges, Annual Fees, other charges and unpaid Finance Charges included in the balance for that part. This gives us a daily balance for each part. For each part, we add up all the daily balances for that part for the billing cycle and divide by the total number of days in the billing cycle. The result is the Average Daily Balance for that part.

Method of Determining the Amount of FINANCE CHARGE due to the application of the Periodic Rate. The **FINANCE CHARGE** due to the application of the Periodic Rate for each part is determined by applying the "Periodic Rate" applicable to that part to the Average Daily Balance for that part, as described herein, and multiplying by the number of days in the billing cycle. Your **FINANCE CHARGE** for the Credit Line Account due to the application of the Periodic Rate is the sum of the **FINANCE CHARGES** due to the application of the Periodic Rate for all parts.

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE for the Variable Rate Part. We will determine the Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** for each billing cycle for the Variable Rate Part as follows. We start with an independent index which is the Latest Prime Rate for the U.S. This is the "Variable Rate Index." For each billing cycle, we use the Variable Rate Index published in the "Money Rates" section of The Wall Street Journal on last day on which the index is published in the calendar month preceding the first day of the billing cycle. If more than one Latest Prime Rate for the U.S. is reported on that day, the highest rate will be used. To determine the corresponding **ANNUAL PERCENTAGE RATE** that will apply to the Variable Rate Part, we add the Variable Rate Margin to the value of the Variable Rate Index (the Variable Rate Margin may be a negative number). To determine the Periodic Rate that will apply to the Variable Rate Part, we divide the corresponding **ANNUAL PERCENTAGE RATE** that will apply to the Variable Rate Part by the number of days in that calendar year. The **ANNUAL PERCENTAGE RATE** includes only interest and no other costs. The Variable Rate Index is not necessarily the lowest rate charged by us on loans.

The Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** on the Variable Rate Part will increase or decrease as the Variable Rate Index increases or decreases from time to time. Any increase in the Variable Rate Part Periodic Rate will take the form of higher payment amounts. Adjustments to the Variable Rate Part Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** resulting from changes in the Variable Rate Index will take effect on the first day of each billing cycle. In no event will the corresponding **ANNUAL PERCENTAGE RATE** be less than 2.250% per annum or more than the lesser of 24.000% or the maximum rate allowed by applicable law. Today the Variable Rate Index is 3.50 per annum, and therefore the initial Variable Rate Part Periodic Rate and the corresponding **ANNUAL PERCENTAGE RATE** are as stated below:

Current Rates for the Variable Rate Part			
Range of Balance or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	0.920%	4.420%	0.01211%

Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE for the Fixed Rate Part. We will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE for each billing cycle for the Fixed Rate Part as follows: We start with an independent index which the Latest Fannie Mae mortgage yield on 30-year mortgage commitments, delivery within 30 days, for standard conventional mortgages, published in "Money Rates" section of The Wall Street Journal. This is called the "Fixed Rate Index." For each billing cycle, we will use the Fixed Rate Index value on last day on which the index is published in the calendar month preceding the first day of the billing cycle. To determine the corresponding ANNUAL PERCENTAGE RATE that will apply to a new Fixed Rate P&I Part, we add the Fixed Rate P&I Part Margin to the value of the Fixed Rate Index (the Fixed Rate P&I Part Margin may be a negative number). To determine the corresponding ANNUAL PERCENTAGE RATE that will apply to a new Fixed Rate IO Part, we add the Fixed Rate IO Part Margin to the value of the Fixed Rate Index (the Fixed Rate IO Part Margin may be a negative number). To determine the Periodic Rate that will apply to a new Fixed Rate Part, we divide the corresponding ANNUAL PERCENTAGE RATE by the number of days in that calendar year. The ANNUAL PERCENTAGE RATE includes only interest and no other costs. The Fixed Rate Part Index is not necessarily the lowest rate charged by us on our loans.

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE applicable to new Fixed Rate Parts will increase or decrease as the Fixed Rate Index increases or decreases from time to time. Adjustments to the Fixed Rate Part Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Fixed Rate Index will take effect on the first day of each billing cycle. The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE applicable to new Fixed Rate Part will be the rates in effect on the first day of the billing cycle in which the Fixed Rate Part is established. The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE applicable to a Fixed Rate Part will not thereafter change during the term of the Fixed Rate Part. In no event will the corresponding ANNUAL PERCENTAGE RATE be less than 2.250% per annum or more than the lesser of 24.000% or the maximum rate allowed by applicable law. Today the Fixed Rate Index is 2.924% per annum, and therefore the initial Fixed Rate Part Periodic Rates and the corresponding ANNUAL PERCENTAGE RATES are as stated below:

Current Rates for a new Fixed Rate P&I Part			
Range of Balance or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	2.650%	5.574%	0.01527%

Current Rates for a new Fixed Rate IO Part			
Range of Balance or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	2.400%	5.324%	0.01459%

Notwithstanding any other provision of this Agreement, we will not charge interest on any undisbursed loan proceeds, except as may be permitted during any Right of Rescission period.

Establishing a New Fixed Rate Part. This Agreement contains an option to transfer all or part of the principal balance in the Variable Rate Part to a new Fixed Rate Part. The following terms and limitations apply.

ANNUAL PERCENTAGE RATE increase. Your ANNUAL PERCENTAGE RATE may increase if you exercise this option to transfer all or part of the principal balance in the Variable Rate Part to a Fixed Rate Part.

When you may make transfers. You can exercise the option to transfer all or part of the principal balance in the Variable Rate Part to a Fixed Rate Part only during the Draw Period.

Transfer Fee. We will charge a FINANCE CHARGE, called a Transfer Fee, of \$100.00 each time you make a transfer. The Transfer Fee will be charged to the Variable Rate Part.

Request for a Transfer. You may request a transfer to a Fixed Rate Part by completing and signing a Balance Transfer Request form, provided by us. Each Borrower has the right to establish a Fixed Rate Part, without the signature of any other Borrower. Upon receiving the properly completed form, we will comply with your request or respond to you within a reasonable time, which may not be that same banking day.

Term of a Fixed Rate Part.

(1) If the Property is located in a state other than Connecticut, the term of all Fixed Rate IO Parts will be five (5) years. If the Property is located in Connecticut, the term of all Fixed Rate IO Parts will end at the earlier of five (5) years from the date of the transfer or 10 years from the date of this Agreement. On the last day of the billing cycle in which the end of the term of the Fixed Rate IO Part occurs, the principal balance will be transferred back to the Variable Rate Part.

(2) When you request a transfer to a Fixed Rate P&I Part, you must specify on the Balance Transfer Request form the length of the repayment term of the Fixed Rate P&I Part. The term must be stated in even months. The term may be not less than 60 months and not more than 360 months.

(3) The first payment on the Fixed Rate Part will be due approximately 25 days after the last day of the Billing Cycle in which the transfer is made.

Payment Amount.

(1) The current payment each billing cycle for a Fixed Rate IO Part will be the Finance Charge which has accrued on the Fixed Rate IO Part during that billing cycle.

(2) The current payment due for each billing cycle for each Fixed Rate P&I Part will be calculated so that the scheduled payments will pay the Fixed Rate P&I Part in full by the end of the term of the Fixed Rate P&I Part, if all payments are made on or before the dates they are due. The scheduled payments will be equal monthly payments (including principal and FINANCE CHARGE) for each Fixed Rate P&I Part. The monthly payments due on the Fixed Rate P&I Parts will be, for each, the lesser of the balance on the Fixed Rate P&I Part, or the scheduled payment on the Fixed Rate Part, except that on the due date of the final scheduled payment of a Fixed Rate P&I Part, the total outstanding balance of that Fixed Rate P&I Part will be due, including all unpaid principal and Fixed Rate P&I Part Finance Charge.

Limitations on Transfers.

(1) Transfers to a Fixed Rate Part must be in amounts not less than \$5,000.00 each.

(2) You may not transfer balances from a Fixed Rate Part to the Variable Rate Part or to another Fixed Rate Part.

(3) You may not transfer any additional balance to a Fixed Rate Part after it has been established by the initial transfer.

(4) Transfers may be made only during the Draw Period, and only during periods when your right to obtain additional advances of credit has not been terminated or suspended.

(5) You may not make a transfer to a Fixed Rate P&I Part during any billing cycle in which there was a balance on more than one Fixed Rate P&I Part during that billing cycle.

(6) You may not make a transfer to a Fixed Rate IO Part during any billing cycle in which there was a balance on another Fixed Rate IO Part during that billing cycle.

(7) Each Borrower has the right to establish a Fixed Rate Part without the signature of any other Borrower.

Conditions Under Which Other Charges May Be Imposed. Other charges and fees will be charged to the Variable Rate Part. You agree to pay all the other fees and charges related to your Credit Line as set forth below:

Closing Costs. If applicable, we will charge you the closing costs of the type and in the amount separately disclosed to you.

Annual Fee. A nonrefundable Annual Fee of \$50.00 will be charged to your Credit Line at the following time: The Annual Fee will be charged to your Credit Line Account on the first day of each billing cycle immediately following each anniversary of the account during the Draw Period. The Annual Fee will not be charged during the first year of the Draw Period.

Returned Items. You may be charged \$30.00 if you pay your Credit Line obligations with a check, draft, or other item that is dishonored for any reason, unless applicable law requires a lower charge or prohibits any charge.

Fee to Stop Payment. Your Credit Line Account may be charged \$20.00 when you request a stop payment on your account.

Miscellaneous Photocopying. If you request a copy of any document, we may charge your Credit Line Account. If you request a copy of any document related to your account with us, including copies of Credit Line Checks and loan documents, your Credit Line Account may be charged an amount of \$5.00 per page for such copies for the time it takes us to locate, copy, and mail the document to you. If your request is related to a billing error (see "Your Billing Rights" notice) and an error is found, we will reverse any photocopying charges.

Late Charge. Your payment will be late if it is not received by us within **15 days after the "Payment Due Date" shown on your periodic statement.** If your payment is late we may charge you 10.000% of the payment or \$40.00, whichever is greater.

Other Charges. Your Credit Line Account may be charged the following other charges: **Returned Line of Credit Check Fee.** The amount of this other charge is: \$30.00

Overlimit Charge. Your Credit Account may be charged \$30.00 if you cause your Credit Line Account to go over your Credit Limit. This includes writing a Credit Line Check in excess of your available balance.

Subordination Fee. Unless prohibited by applicable law, we will charge you a fee each time you request and we agree to subordinate our lien position.

REIMBURSEMENT OF CLOSING COSTS, INCLUDING, IF APPLICABLE, TAXES. Borrower agrees to reimburse Lender for certain closing costs including, if applicable, taxes. The Reimbursement of Closing Costs Amendment to this Agreement signed by Borrower, in which Borrower has agreed to reimburse Lender, is incorporated herein by reference.

Lender's Rights. Under this Agreement, we have the following rights:

Termination and Acceleration. We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happen: (1) You commit fraud or make a material misrepresentation at any time in connection with this Credit Agreement. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition. (2) You do not meet the repayment terms of this Credit Agreement. (3) Your action or inaction adversely affects the collateral for the plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

Suspension or Reduction. In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your Credit Limit during any period in which any of the following are in effect:

(1) The value of your property declines significantly below the property's appraised value for purposes of this Credit Line Account. We may from time to time obtain appraisals of the property at our expense. If we prohibit additional extensions of credit or reduce the amount of your credit limit because of a significant decline in the value of the Property, and the value of the Property subsequently increases, you may provide us with a written request to remove the restrictions, which request shall be accompanied by an appraisal of the Property obtained by you at your expense. For the purpose of this section, an appraisal shall be defined as a certified appraisal by a licensed or certified real estate appraiser, as required by law or regulation, who regularly, in the course of business, makes appraisals of comparable residential real estate in the geographic area where the Property is located.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances.

(3) You are in default under any material obligations of this Credit Line Account. We consider all of your obligations to be material. Categories of material obligations include the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the property or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the property, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions), and obligations of any comaker.

(4) We are precluded by government action from imposing the **ANNUAL PERCENTAGE RATE** provided for under this Agreement.

(5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than one hundred twenty percent (120%) of the Credit Limit

(6) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.

Change in Terms. We may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of your Credit Line Account, or if the change is insignificant (such as changes relating to our data processing systems). If the Index is no longer available, we will choose a new Index and margin. The new Index will have an historical movement substantially similar to the original Index, and the new Index and margin will result in an **ANNUAL PERCENTAGE RATE** that is substantially similar to the rate in effect at the time the original index becomes unavailable. We may prohibit additional extensions of credit or reduce your Credit Limit during any period in which the maximum **ANNUAL PERCENTAGE RATE** under your Credit Line Account is reached.

Collection Costs. If we institute any suit or action to enforce any of the terms of this Agreement, we shall be entitled to recover such sum as the court may adjudge reasonable. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses we incur that in our opinion are necessary at any time for the protection of our interest or the enforcement of our rights shall become a part of the Credit Line Account payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, our expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals, to the extent permitted by applicable law. You also will pay any court costs, in addition to all other sums provided by law.

Access Devices. If your Credit Line is suspended or terminated, you must immediately return to us all Credit Line Checks and Choice Access Cards. Any use of Credit Line Checks or other access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of Credit Line Checks or other Credit Line access devices not returned to us.

Delay in Enforcement. We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

Cancellation by you. If you cancel your right to credit advances under this Agreement, you must notify us and return all Credit Line Checks and any other access devices to us. Despite cancellation, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement. Any one of you may cancel your right to credit advances; all of you must request in writing reinstatement of the Account for the request to be effective. If you deliver to us a written notice requesting that the indebtedness on this Account be limited, our obligation to make further loans from this Account or transfers to a Fixed Rate Part shall be terminated or amended, as provided by applicable law in the state where the Property is located. You agree to send the notice to us at Centralized Customer Assistance, 2730 Liberty Avenue, Pittsburgh, PA 15222.

Prepayment. If you pay an amount greater than the Minimum Payment which has been billed, this amount is called a "prepayment." YOU MAY MAKE PREPAYMENTS IN ANY AMOUNTS AND MAY PAY THE ENTIRE BALANCE AT ANY TIME PROVIDED THAT YOU PAY AT LEAST THE MINIMUM PAYMENT EACH MONTH WHEN IT IS DUE. You may prepay all or any amount owing under this Credit Line at any time without penalty, except that we will be entitled to receive all accrued **FINANCE CHARGES**, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments. Unless you and we agree in writing to a different application of the prepayment, we will apply any prepayment to repay the principal balance, starting with the Variable Rate Part, and then starting with the Fixed Rate Part with the highest interest rate, however, if the prepayment pays the principal balance in a Fixed Rate Part in full, we will apply any remaining prepayment to pay the unbilled interest in that Fixed Rate Part, before applying any of the prepayment to any other part. For the purposes of determining your rights under the Special Rule for Choice Access Card Purchases mentioned in the Notice of Your Billing Rights, we will apply any prepayments as required by law, which may be different than the method described above. You agree not to send us payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without

losing any of our rights under this Agreement, and you will remain obligated to pay any further amount owed to us. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to PNC Bank, National Association, Central Customer Assistance (P5-PCLC-01-E), 2730 Liberty Avenue, Pittsburgh, PA 15222.

Notices. All notices will be sent to your address as shown in this Agreement. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

Transfer or Assignment. Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account and our rights and obligations under this Agreement to another lender, entity, or person, and to assign our rights under the Mortgage. Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives. Upon any such sale or transfer, we will have no further obligation to provide you with credit advances or to perform any other obligation under this Agreement.

Tax Consequences. You understand that neither we, nor any of our employees or agents, make any representation or warranty whatsoever concerning the tax consequences of your establishing and using your Credit Line, including the deductibility of interest, and that neither we nor our employees or agents will be liable in the event interest on your Credit Line is not deductible. You should consult your own tax advisor for guidance on this subject.

Agreements about the Property. You agree:

- (a) That if the Property is part of a condominium or planned unit development, to comply with all by-laws, regulations or restrictions of record.
- (b) To permit our agents to inspect the Property from time to time, after reasonable notice.

Promises. You agree not to commit fraud or material misrepresentation in connection with this account. You also agree not to act or fail to act if such action or failure adversely affects our security for this account or our rights in that security. You agree to give us a Mortgage/Deed of Trust on the Property, which is in the proper form so that it can be recorded in the office of the Recorder of Deeds in the county where the Property is located. You agree to fully cooperate with us to correct any clerical errors and, if we reasonably ask you, to sign a corrective Mortgage/Deed of Trust or a new Mortgage/Deed of Trust if the original is lost, destroyed, damaged, contains errors, or for any reason cannot be recorded.

Remedies Cumulative. If any circumstance exists which would permit us to temporarily prohibit further extensions of credit under your Credit Line Account or reduce your Credit Limit or terminate your Credit Line Account and accelerate the balance:

- (a) we may take such action at any time during which such circumstance continues to exist; and
- (b) our remedies under this Agreement shall be cumulative and not alternative.

Security Interest Charges. You agree to pay any recording, filing, satisfaction and encumbrance fees and any documentary, recording or other taxes which may be charged. The charges are to repay Lender for the fees and taxes paid to public officials to protect, continue or release any security interest given in the Security Instrument.

Waiver. You waive all defenses based on suretyship and impairment of collateral or security.

Waiver by Lender. If you have made or make in the future another loan agreement with Lender, Lender may obtain a security interest in your principal dwelling or the principal dwelling of someone else to secure that other loan agreement. That security agreement may provide that the principal dwelling secures not only that other loan agreement but also all other loan agreements of yours with Lender. Lender waives (gives up) any right to claim a security interest in the principal dwelling of any person to secure this Agreement unless the security interest is specifically given to secure this Agreement.

Notify Us of Inaccurate Information We Report To Consumer Reporting Agencies. Please notify Lender if Lender reports any inaccurate information about Borrower's account(s) to a consumer reporting agency. The written notice describing the specific inaccuracy(ies) should be sent to Lender at the following address: PNC Bank, National Association, Consumer Loan Center, P.O. Box 3180, Pittsburgh, PA 15230-3180.

Credit Available for New Loans. In calculating the amount of credit that is available for new loans, (1) we may delay crediting payments to allow a reasonable time for checks and other payment methods to be collected from the drawee (to clear); and (2) we may deduct from the amount of the available credit any Choice Access Card transactions which have been authorized but not yet posted to the Account.

Governing Law. This Agreement has been accepted by Lender in Delaware and all loans shall be extended by Lender to Borrower in Delaware. Regardless of the state of Borrower's residence or the place to which Borrower submitted an application, Borrower agrees that the provisions of this Agreement relating to interest, charges and fees shall be governed by and construed in accordance with federal law and, as made applicable by federal law, Delaware law. Unless preempted by federal law, other substantive terms and provisions shall be governed by and construed in accordance with the laws of Delaware, procedural matters relating to the enforcement of the obligations stated in this Agreement and relating to the granting, perfection and enforcement of the security interest shall be governed by the laws of the state where enforcement, granting or perfection takes place.

Periodic Credit Review. At our option, we may obtain updated credit bureau reports and income verifications on you as is reasonably necessary to protect our interests. **YOU AUTHORIZE US TO OBTAIN CREDIT REPORTS ON YOU FROM TIME TO TIME AT OUR DISCRETION WHILE YOU HAVE A LINE OF CREDIT ACCOUNT OUTSTANDING WITH US.**

Financial Information and Related Matters. You agree that, upon our request, you will provide us with a current financial statement, a new credit application, or both, on forms provided by us. If the collateral securing this obligation is real property, we may require a new appraisal of that real property at any time, including an internal inspection, at our sole option and expense. You authorize us to treat information about you and your accounts in the manner described in our Consumer Information Privacy Principles, as they may be amended from time to time.

Important Information about Phone Calls. By providing telephone number(s) to us, now or at any later time, you authorize PNC and its affiliates and designees to contact you regarding your account(s) with PNC and its affiliates at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or by sending prerecorded messages or text messages, even if charges may be incurred for the calls or text messages. You consent that any phone call with us may be monitored or recorded by us.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.


Interpretation. You agree that this Agreement, together with the Mortgage, is the most reliable evidence of your agreements with us. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement, the Mortgage or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic statement is the most reliable evidence of your obligation to pay.

Severability. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable.

Notice for Florida Agreements: STATE OF FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT REQUIRED BY LAW WILL BE PAID UPON THE RECORDING OF THE MORTGAGE SECURING THIS NOTE

Acknowledgment. You understand and agree to the terms and conditions in this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a completed copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled "What you should know about Home Equity Lines of Credit," given with the application.

BORROWER:

x 
JOSEPH W. SUAREZ

BILLING ERROR RIGHTS**Your Billing Rights - Keep This Notice for Future Use**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a check transaction on your bill, write us on a separate sheet of paper at:
Centralized Customer Assistance Team, P O Box 1366, Pittsburgh, PA 15230-1366 as soon as possible.

If your question is about a Choice Access Card transaction, write on a separate sheet of paper at:

PFPC, 8800 Tinicum Blvd., 5th Floor, Philadelphia, PA 19153 as soon as possible.

Write us as soon as possible. We must hear from you no later than 60 days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter give us the following information

- Your name and account number
- The dollar amount of the suspected error
- Describe the error and explain, if you can, why you believe there is an error. If you need more information describe the item you are unsure about.

If you have authorized us to pay your Account automatically from your checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us within three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice.

We must acknowledge your letter within 30 days, unless we have corrected the error by then

Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your maximum credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report to that you have a question about your bill. And, we must tell you the name of anyone we report to. We must tell anyone we report to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50.00 of the questioned amount, even if your bill was correct

Special Rule for Choice Access Card Purchases

If you have a problem with the quality of goods or services that you purchased with a Choice Access Card and you have tried in good faith to correct the problem with the merchant, you may not have to pay the remaining amount due on the goods or services.

There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.